



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** VEHICLE WINDSHIELD & GLASS REPLACEMENT

**CONTRACT #:** 0512-05

**CONTRACT DATES:** 6/2/05-5/31/09

**BUYER:** Sharon A. Berndt  
**PHONE:** 585/753-1110  
**FAX:** 585/753-1104

**VENDOR(S):** Ray Sands Glass  
3315 Chili Ave.  
Rochester, NY 14624  
(585) 889-2876  
(585) 889-5447

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>VEHICLE WINDSHIELD AND GLASS REPLACEMENT</b>
<b><u>FOR:</u></b>	DEPARTMENT OF FLEET MAINTENANCE
<b><u>DEPARTMENT CONTACT:</u></b>	Melvin Rose, (585) 753-7572
<b><u>DUPLICATE COPIES:</u></b>	PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
<b><u>BID INFORMATION:</u></b>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Worker's Compensation</b> and <b>disability benefits</b> coverage or proof that they are exempt.</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. <b>Only formal written addenda can materially alter this set of specifications.</b> No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<b><u>BRAND REFERENCE:</u></b>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.
<b><u>QUALIFIED BIDDER:</u></b>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. <b>The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.</b> Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said

action to be in the best interests of Monroe County.

**METHOD OF  
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. Bidder must bid on all items to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through **May 31, 2006**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

**MINIMUM ORDER:**

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**DELIVERY:**

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER  
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or his authorized agent prior to delivery.

**BILLING  
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/  
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED  
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**SUBCONTRACT:**

The Contractor shall not subcontract any work without first obtaining the

written consent of the Monroe County Purchasing Manager.

**RELATED ITEMS:**

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

**REPORT OF  
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**OTHER AGENCIES:**

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

**SECURITIES AND  
INSURANCE:**

Any Certificates of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm, on that day.

Failure to adhere to this may result in the award being rescinded and awarded to the next lowest bidder, or being rebid, whichever is determined by the Purchasing Manager to be in the best interests of Monroe County.

**WAGE RATES:**

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at [www.labor.state.ny.us](http://www.labor.state.ny.us).

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and

employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

**VEHICLE WINDSHIELD AND GLASS REPLACEMENT**  
**DEPARTMENT SPECIFICATIONS**

**DELIVERY LOCATIONS:**

Fleet Maintenance  
145 Paul Rd.  
Rochester, NY 14624

Sheriff's Fleet Office  
145 Paul Rd.  
Rochester, NY 14624

**RESPONSE TIME:**

The Contractor will be required to arrive at the job site within three (3) hours of receipt of a service call from County personnel.

**DEFINITION OF TIME:**

All services covered under this contract are expected to be performed during regular hours, Monday through Friday, 7 a.m. - 3:30 p.m.

**SAFETY STANDARDS**

All types of glass, urethane and primer must be OEM approved and must meet all OEM Standards. All technicians must be certified to work with the OEM products used.

**PRICE CHANGES:**

**UPON NOTIFICATION OF AWARD, THE CONTRACTOR MUST SUBMIT TO PURCHASING TWO (2) COPIES OF THE CURRENT MANUFACTURER'S PRICE LISTS (S). THE PRICE LIST (S) CAN BE IN PRINT, DISKETTE OR CD-ROM, READABLE BY THE COUNTY OF MONROE WITHOUT THE NEED TO PURCHASE ADDITIONAL SOFTWARE. DEPARTMENTAL OR AGENCY REQUESTS FOR PRICE LISTS MUST BE HONORED BY THE CONTRACTOR, WHEN FEASIBLE. IN THE EVENT THE MANUFACTURER RELEASES A NEW PRICE LIST DURING THE CONTRACT TERM, THE CONTRACTOR MUST PROVIDE THE MONROE COUNTY PURCHASING MANAGER TWO (2) COPIES OF THE UPDATED PRICE LIST AT LEAST ONE (1) WEEK PRIOR TO ITS TAKING EFFECT UNDER THIS CONTRACT. THE CONTRACTOR MUST RECEIVE WRITTEN APPROVAL OF THE NEW PRICE LIST FROM PURCHASING PRIOR TO ITS BEING USED FOR BILLING.**

**The discount must remain firm through the term of the contract unless a better discount is negotiated at the time of any renewal. The discount bid applies to the entire price list as specified unless otherwise noted by the bidder in his original proposal.**

**SPECIFIED PRICE LIST (S):**

The price list(s) specified in this bid is being bid in its entirety (unless otherwise noted) is believed by Monroe County to be the most current manufacturer's price list(s). The price list(s) will be used as a point of reference for discount comparison in the contract award. If, however, a bidder wishes to submit a more updated version of the same price list, which may have become available by the bid opening date, he may do so. The bidder must understand that his discount(s) bid will be based on the specified price list(s). Any more recent list (s) submitted with his bid will be honored immediately upon award of the contract to him.

**CONTACT:**

Questions can be directed to Melvin Rose, Fleet Supervisor at 585-753-7572.

**VEHICLE WINDSHIELD & GLASS REPLACEMENT**  
**Pricing Sheet**

**Item**      **Description**

**County Specified Price List: 2005 NAGS Winter Calculator, Effective 2/28/05**

1. Curved Windshield Replacement:  
NAGS Price Less Discount of 80% or Multiplier of 20%
2. Curved Glass Replacement  
(No Windshield):  
NAGS Price Less Discount of 50% or Multiplier of 50%
3. Flat Laminated Glass Replacement  
NAGS Price Less Discount of 80% or Multiplier of 20%
4. Tempered Flat Glass Replacement  
NAGS Price Less Discount of 80% or Multiplier of 20%
5. Hourly Labor Rate for NAGS Calculator Labor Hours \$55/hr. (for item numbers 1-4)

**Other Services:**      **Prices for the following services will not be utilized in the calculation of the total bid, however these prices must be competitive and balanced.**

**Item**      **Description**

- |    |  |                   |
|----|--|-------------------|
| A. | Flat laminated glass replacement<br>(When a NAGS part number and list price is <b>NOT</b> available) | \$11.80/sq. ft.   |
| B. | Labor only to install County supplied tempered glass:  | \$80.00/JOB       |
| C. | Labor only to install County supplied windshield:  | \$80.00/JOB       |
| D. | Labor only to remove and reset existing windshield or back glass:                                    | \$80.00/JOB       |
| E. | Labor only to remove and reset existing door glass or quarter panel glass:                           | \$60.00/JOB       |
| F. | Labor and materials to replace auto sideview mirror glass  | \$22.50-65.00/JOB |
| G. | Labor and materials to replace truck sideview mirror glass   | \$22.50-65.00/JOB |
| H. | Labor and materials to repair windshield chip(s) (no replacement)                                    | \$49.95/JOB       |
| I. | Miscellaneous materials (moldings, gaskets, clips, etc.) discount off list price                     | 5%                |
| J. | Urethane and primer kit  | \$15.00/KIT       |
| K. | High modulus urethane and primer kit   | \$20.00/KIT       |

# **MONROE COUNTY PURCHASING** **Vendor Performance Survey**

**Contract Title:**

**Contract Number:**

**Vendor:**

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

**Survey Completed by:**

**Name:**

**Title:**

**Agency:**

**Telephone:** \_\_\_\_\_ **Fax:**

**E-mail:**

**Please submit this survey to Monroe County Purchasing.**